

EXHIBIT B

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF VERMONT**

**MERCHANTS BONDING COMPANY
(MUTUAL)**

AND

**MERCHANTS NATIONAL BONDING,
INC.**

Plaintiffs,

v.

JEFFREY J. PECK, an individual

Defendant.

Civil Action No.: 2:24-cv-00845-cr

AFFIDAVIT OF SHOSHANA ROTHMAN, ESQ.

1. I, Shoshana Rothman, Esq., am over the age of eighteen years of age and am fully competent to testify to the matters stated hereto. I make the following statements based on my personal knowledge.

2. I am, and was at all times relevant to this matter, employed by Merchants Bonding Company (Mutual) and Merchants National Bonding, Inc. (collectively, “Merchants Bonding Company” or “Merchants” or “Surety”) as a Senior Contract Claims Attorney.

3. Plaintiff Merchants Bonding Company (Mutual) is a corporation duly organized and existing under the laws of the State of Iowa with its principal place of business located in West Des Moines, Iowa.

4. Plaintiff Merchants National Bonding, Inc. is a corporation duly organized and existing under the laws of the State of Iowa with its principal place of business located in West Des Moines, Iowa.

5. Upon information and belief, Defendant Jeffrey J. Peck is a citizen of Vermont and resides at 618 Brennan Woods Drive, Williston, Vermont 05495.

6. Plaintiffs Merchants are in the business of providing contract and commercial surety bonds.

7. Merchants was approached on or about January 2023 to issue surety bonds on various projects for the benefit of iSun Industrial, LLC, iSun, Inc., and Peck Electric Co.

8. At all times relevant hereto, Jeffrey J. Peck (the “Defendant” or “Mr. Peck”) was the CEO of iSun Industrial, LLC and iSun, Inc., and the President of Peck Electric Co.

9. On February 3, 2023, Merchants and Mr. Peck, iSun Industrial, LLC, and iSun, Inc., executed a General Agreement of Indemnity (“Indemnity Agreement”), binding themselves to be jointly and severally liable to Merchants in the event of any loss on any of the surety bonds issued by Merchants.

10. On February 21, 2023, Peck Electric Co. executed an Amendment to the Indemnity Agreement, adding Peck Electric Co. as an additional, joint and several corporate indemnitor under the Indemnity Agreement.

11. In January 2023, when Mr. Peck applied to Merchants for surety bonding on behalf of the iSun entities, Mr. Peck provided Merchants with a personal financial statement that identified his personal holdings in eleven (11) parcels of real estate, primarily in Vermont and Florida. The personal financial statement also listed several bank and/or financial institutions where Mr. Peck holds an account.

12. In reliance on Jeffrey J. Peck, iSun Industrial, LLC, iSun, Inc., and Peck Electric Co. (collectively, the “Indemnitors”) executing the Indemnity Agreement, Merchants issued the following Payment and Performance Bonds (the “Bonds”):

The Larson Performance Bond

Performance Bond No. NME 1133

Surety: Merchants National Bonding, Inc.

Principal: iSun Industrial, LLC

Obligee: BD Solar Larson, LLC c/o BNRG Maine LLC

Project: BD Solar Larson LLC Design-Solar PV System Engineer, Procure & Install

Penal Sum: \$6,379,144.00

Date: February 7, 2023

The Larson Payment Bond

Payment Bond No. NME 1133

Surety: Merchants National Bonding, Inc.

Principal: iSun Industrial, LLC

Obligee: BD Solar Larson, LLC c/o BNRG Maine LLC

Project: BD Solar Larson LLC Design-Solar PV System Engineer, Procure & Install

Penal Sum: \$6,379,144.00

Date: February 7, 2023

The Halladay Performance Bond

Performance Bond No. NVT 1018

Surety: Merchants National Bonding, Inc.

Principal: iSun Industrial, LLC

Obligee: Halladay Solar, LLC c/o Standard Solar, Inc.

Project: MHG Middlebury Halladay–Solar PV System Engineer, Procure and Install

Penal Sum: \$3,436,864.30

Date: February 7, 2023

The Halladay Payment Bond

Payment Bond No. NVT 1018

Surety: Merchants National Bonding, Inc.

Principal: iSun Industrial, LLC

Obligee: Halladay Solar, LLC c/o Standard Solar, Inc.

Project: MHG Middlebury Halladay–Solar PV System Engineer, Procure and Install

Penal Sum: \$3,436,864.30

Date: February 7, 2023

The Norridgewock Performance Bond

Performance Bond No. NME 1132

Surety: Merchants National Bonding, Inc.

Principal: iSun Industrial, LLC

Obligee: BD Solar Norridgewock, LLC c/o BNRG Maine LLC

Project: BD Solar Norridgewock, LLC Design–Solar PV System Engineer, Procure & Install

Penal Sum: \$2,852,165.00

Date: February 7, 2023

The Norridgewock Payment Bond

Payment Bond No. NME 1132

Surety: Merchants National Bonding, Inc.

Principal: iSun Industrial, LLC

Obligee: BD Solar Norridgewock, LLC c/o BNRG Maine LLC

Project: BD Solar Norridgewock, LLC Design–Solar PV System Engineer, Procure & Install

Penal Sum: \$2,852,165.00

Date: February 7, 2023

The Neagley and Chase Performance Bond

Subcontract Performance Bond No.: 100000127

Surety: Merchants National Bonding, Inc.

Principal: Peck Electric Co.

Obligee: Neagley and Chase Construction Company

Project: Electrical – ICE Law Enforcement Facility – Project No. 1587

Penal Sum: \$1,391,028.00

Date: February 22, 2023

The Neagley and Chase Payment Bond

Subcontract Labor and Material Payment Bond No.: 100000127

Surety: Merchants National Bonding, Inc.

Principal: Peck Electric Co.

Obligee: Neagley and Chase Construction Company

Project: Electrical – ICE Law Enforcement Facility – Project No. 1587

Penal Sum: \$1,391,028.00

Date: February 22, 2023

13. On two of the projects for which Merchants issued the Bonds, Defendant's respective entities were deemed in default and terminated for default, and on another project Defendant's respective entity was terminated for convenience.

14. As a result of the above-stated, Merchants established a loss reserve in the amount of \$3,200,000.00.

15. At present, what is left in the loss reserve totals \$673,291.57. The Surety reasonably anticipates receiving additional claims against the Bonds and resolving claims and demands on the Bonds, resulting in further Bond Losses and Expense Losses, and requiring an increase in the loss reserve.

16. As of August 14, 2024, Merchants has incurred a loss in the amount of \$2,526,708.43 on Payment Bond No. NME 1133 for the BD Solar Larson LLC Design-Solar PV System Engineer, Procure & Install Project.

17. As of August 14, 2024, the Surety has further incurred expenses directly resulting from the Bonds in the amount of \$188,215.72 (“Expense Losses”).

18. As of August 14, 2024, the Surety has incurred total Bond Losses and Expense Losses in the amount of \$2,714,924.15.

19. On May 28, 2024, Merchants issued a collateral demand to the Indemnitors (“Collateral Demand”). The Indemnitors neither deposited collateral security with Merchants, nor provided any substantive response to the Collateral Demand.

20. Mr. Peck has also signed the voluntary Chapter 11 bankruptcy petitions for twelve (12) entities in his capacity as either Director, President or CEO. All twelve (12) entities filed for bankruptcy on June 3, 2024, in the United States Bankruptcy Court for the District of Delaware.

21. Recent asset searches of Mr. Peck have uncovered that Mr. Peck no longer individually owns any of the eleven (11) properties listed on the January 2023 personal financial statement; although it is my understanding that Mr. Peck resides at a primary residence in Vermont and had a second home in Florida up until July 25, 2024.

22. On August 2, 2024, Merchants filed an *Ex-Parte* Motion for Writ of Attachment in the above-captioned litigation, which this Court granted. The Writ of Attachment is for all cash interests/assets of Jeffrey J. Peck in the amount of \$3,310,885.89. Merchants served the Writ of Attachment on three banks in Vermont, which Merchants, based upon Mr. Peck’s January 2023 personal financial statement, believed to hold bank accounts in the name of Jeffrey J. Peck. The

bank accounts that have been identified via service of the Writ, have a mere fraction of the \$3,310,885.89.

I do declare under penalty of perjury that the information set forth herein is to the best of my knowledge, information and belief.

Dated: August 14, 2024



STATE OF: Virginia
ss:

CITY COUNTY OF: Fairfax

SUBSCRIBED and SWORN to before me this 14th day of August, 2024.


NOTARY PUBLIC

My commission expires: 5/31/2026

